

## STIPULATION AND CONSENT INJUNCTION

**WHEREAS**, on May 7, 2020, the Court granted Plaintiffs’ application for a TRO and expedited discovery, and initially scheduled a hearing for a preliminary injunction on June 11, 2020, which was later continued by consent of the parties and Order of the Court to August 10, 2020;

**WHEREAS**, the parties have executed settlement agreement resolving this action in its entirety, and as part of that settlement agreement have agreed to the entry of a stipulated consent injunction modifying and extending the restraints contained in the TRO;

**NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned counsel, that the application of Plaintiff for a preliminary injunction is consensually resolved, such that Defendants consent to the following injunction:

- A. Defendants, and all persons and/or entities acting on their behalf, for their benefit, or in active concert or participation with them (including any agents, representatives, associates and/or employees), are enjoined from accessing, using, disclosing, reproducing, transmitting or otherwise misappropriating any of Plaintiffs' trade secrets or other confidential or proprietary information;
- B. Defendants, and all persons and/or entities acting on their behalf, for their benefit, or in active concert or participation with them (including any agents, representatives, associates, and/or employees), are enjoined through May 7, 2025, from, directly or indirectly, contacting or soliciting any customer of Plaintiffs for the purpose of providing products or services competitive with those offered by Plaintiffs, with the exception of the following specific locations, and subject to the terms and conditions set forth in the parties' settlement agreement:
  - Target Gateway - T1401 - 519 Gateway Dr., Brooklyn, NY 11239
  - Target Atlantic Terminal - T1849 - 139 Flatbush Ave., Brooklyn, NY 11217
  - Target Brooklyn Junction - T2212 - 1598 Flatbush Ave., Brooklyn, NY 11210
  - Target Albee Square- T2850 - 445 Albee Square W, Brooklyn, NY 11201
  - Target Midwood - T3243 - 1715 E 13th St., Brooklyn, NY 11210
  - The Shops at Sunset - 5701 Sunset Drive, Suite 350, Miami, FL 33143
  - Wind Decker Construction/Burlington - 35-54 48th St., Long Island city, NY 11101
- C. Defendants, and all persons and/or entities acting on their behalf for their benefit, or in active concert or participation with them (including any agents, representatives, associates, and/or employees), are enjoined through May 7, 2025, from, directly or indirectly, moving the business of any of Plaintiffs' customers accepting business from any of Plaintiffs' customers, servicing any of Plaintiff's customers, and competing with Plaintiffs for the business of any of Plaintiffs' customers, other than at the specific locations set forth in Paragraph B, above, and subject to the terms and conditions set forth in the parties' settlement agreement;

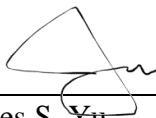
- D. Defendants, and all persons and/or entities acting on their behalf, for their benefit, or in active concert or participation with them (including any agents, representatives, associates, and/or employees), are enjoined through May 7, 2025 from, directly or indirectly, inducing any current employee, sales representative, consultant or other agent of Plaintiffs to terminate his, her or its relationship with, or breach any agreement with Plaintiffs; and
- E. Defendants, and all persons and/or entities acting on their behalf, for their benefit, or in active concert or participation with them (including any agents, representatives, associates, and/or employees), are enjoined, through May 7, 2025, from, directly or indirectly, soliciting for hiring, any current employee of Plaintiffs, or encouraging or inducing any of them to leave Plaintiffs' employ. Specifically excluded from this restriction are any employees whose employment with 3Phase has been terminated, with or without cause. This exception does not include furloughed employees.

3. The \$50,000 bond previously filed with the Court on May 14, 2020 shall be dissolved.

4. The terms of this Stipulation and Consent Order is in addition to and does not supersede the parties' Settlement and Release Agreement, executed by the Parties on August 31, 2020.

**IT IS FURTHER STIPULATED AND AGREED** that this Stipulation may be executed by facsimile or PDF and in counterparts that together shall constitute one and the same and may be filed without further notice with the Clerk of the Court.

SEYFARTH SHAW LLP

By:   
James S. Yu  
620 Eighth Avenue  
New York, New York 10018-1405  
(212) 218-5500

Attorneys for Plaintiffs  
3Phase Excel Elevator LLC d/b/a Excel  
Elevator & Escalator, and 3Phase Elevator  
Corp.

Dated: September 1, 2020

DEALY SILBERSTEIN & BRAVERMAN

By: Marc D. Braverman  
Marc D. Braverman  
225 Broadway, Suite 1405  
New York, New York 10007  
(212) 385-0066

Attorneys for Defendants  
Michael Elia, Louis James, and Evolution  
Elevator & Escalator Corp.

Dated: September 1, 2020

SO ORDERED this 16th day of September 2020

---

HON. BRIAN M. COGAN, U.S.D.J.